

NANCY ISAACSON, ESQ.  
**GREENBAUM ROWE SMITH & DAVIS LLP**  
75 LIVINGSTON Avenue  
Roseland, New Jersey 07068  
973-577-1930  
nisaacson@greenbaumlaw.com  
*Counsel for Randall Leaman*

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re:

DARYL FRED HELLER,  
  
Debtor.

Chapter 11

Case No. 25-11354 (JNP)

**LIMITED OBJECTION OF RANDALL LEAMAN TO DEBTOR'S  
APPLICATION TO RELEASE FUNDS IN TRUST TO PAY LEGAL FEES**

Randall Leaman ("Mr. Leaman"), by and through his undersigned counsel, responds to Daryl Fred Heller's ("Debtor") Application for an Order Authorizing Release of Funds from McManimon, Scotland & Baumann LLC's ("MSB") Attorney Trust Account for Payment of Attorney's Fees and Costs Pursuant to the Administrative Fee Order. (the "Application") [D.I. 207] and, in support thereof, states as follows:

1. Mr. Leaman does not dispute the recitation of facts set forth in the Application. Mr. Leaman submits the following additional facts which limit the use of the trust funds.
2. Mr Leaman was the co-owner with Debtor of the real property ("Property") that was sold pursuant to an Order Approving the Sale ("Sale Order") that generated the funds in the Trust Account [D.I. 169].
3. Pursuant to the Sale Order, Debtor's share of the proceeds was to be held in trust by MSB provided that parties with interests or claims would attach to the Debtor's portion of the \$1,563,231.69 net proceeds of the Sale. see Sale Order, p. 89.

4. Mr. Leaman contends that he was 30% owner of the Property and Debtor, 70% owner and that a Corrective Deed was filed to reflect this ownership division.
5. It became known that the Corrective Deed was not filed and that his interest remained of record at 24%.
6. Mr. Leaman has put Debtor on notice of his claim for the additional percentage ownership which equates to approximately \$125,000.
7. The Sale Order at Paragraph F specifically recognizes Mr. Leaman's interest and that his interest attaches to the proceeds of sale:

Co-Owner Agreement to Sale. Randall S. Leaman, a twenty-four percent (24%) co-owner of the Property, consents to the Sale of the Property pursuant to Section 363(h). Mr. Leaman has reserved his right to assert that he has a thirty percent (30%) interest in the Property as a result of an unrecorded corrective deed, and if Mr. Leaman is successful in establishing that he has a thirty (30%) interest in the Property, such additional six percent (6%) interest shall attach to the proceeds of the Sale.

8. Thus, as long as \$125,000 remains in the MSB Account for the benefit of Mr. Leaman and subject to further Order of this Court prior to its disbursement Randall Leaman does not object to the request in the Application.

Dated; May 6, 2025

By: /s/ Nancy Isaacson  
Nancy Isaacson, Esq.

**GREENBAUM ROWE SMITH & DAVIS LLP**  
75 LIVINGSTON Avenue  
Roseland, New Jersey 07068  
973-577-1930  
nisaacson@greenbaumlaw.com  
Counsel for Randall Leaman